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GREENVILLE, S.C.

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# MORTGAGE

VOL 1400 PAGE 64

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

DONNIE S. TANKERSLEY  
STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, KENNETH CALVIN CHITWOOD and DAVEENE B. CHITWOOD of Greenville County, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto COLLATERAL INVESTMENT COMPANY

, a corporation organized and existing under the laws of The State of Alabama, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of TWENTY FOUR THOUSAND and No/100----- Dollars (\$ 24,000.00 ), with interest from date at the rate of Nine and one-half----- per centum ( 9.5 %) per annum until paid, said principal and interest being payable at the office of Collateral Investment Company, 2100 First Avenue North in Birmingham, Alabama 35203 or at such other place as the holder of the note may designate in writing, in monthly installments of TWO HUNDRED AND ONE and 84/100----- Dollars (\$ 201.84 ), commencing on the first day of May, 19 79, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2009.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville State of South Carolina:

ALL that piece, parcel or tract of land situate, lying and being on the southeastern side of Old Anderson Road (S.C. Highway No. 81) in the County of Greenville, State of South Carolina, and being a portion of Tract No. 14-A of DIXIE FARM, as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book E at Page 3, and being shown on plat of property of VERA G. SMITH, prepared November 27, 1959, by C.O. Riddle, containing .88 acres, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book TT at Page 87, and being further shown on a more recent plat by Freeland & Associates, dated March 13, 1979, entitled "Property of Kenneth Calvin Chitwood and Daveene B. Chitwood," recorded in Greenville County Plat Book 7-A at Page 19, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Old Anderson Road, at the joint corner of Tracts Nos. 14 and 14-A, and running thence along said Road, N. 52-24 E. 105 feet to an iron pin; thence along the common line with property now or formerly belonging to Sloan, S. 15-08 E. 350.03 feet to an iron pin; thence S. 5-59 E. 140.15 feet to an iron pin; thence S. 77-53 W. 50.58 feet to an iron pin in line of Tract No. 14; thence along the line of Tract No. 14, N. 18-15 W. 446.28 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Lillie M. Golightly (formerly Lillie M. Perry) and William E. Golightly, dated March 17, 1979, and recorded simultaneously herewith.

The mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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